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of his income, but, although this was not accurately done in the case in judgment, the allowance of six dollars per month will not be disturbed. If necessary to increase or diminish the amount in the future, it may be done under the provisions of section 2263 of the Code.

4. ALIMONY—*Charge on land—Injunction against alienation or encumbrance.* Sums decreed to be paid as alimony should be charged upon the lands of the husband, but it is error to enjoin him from disposing of or encumbering his real estate, unless the facts of the particular case show it to be necessary or proper.

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KELLY v. FAIRMONT LAND COMPANY.—Decided at Wytheville, June 29, 1899.—*Rieky, J.*

1. PURCHASER—*Notice—Enquiry—Concealment—Estoppel—Case in judgment—Unrecorded deed of trust.* If a purchaser has knowledge of any fact or circumstance sufficient to put him upon enquiry as to the existence of some right or title in conflict with that which he is about to purchase, and makes the enquiry suggested by such fact or circumstances and anything detrimental to the right he is about to acquire is concealed or withheld from him, he cannot afterwards be charged with notice of it, or be affected by an undisclosed encumbrance or latent equity. In the case in judgment the vendor of real estate who had not conveyed the legal title, also held an unrecorded deed of trust from his vendee on the same land for money advanced to him. Upon enquiry by a proposed purchaser as to what was necessary for the vendee to do to acquire title he disclosed the balance of purchase money due, but said nothing about the unrecorded deed of trust. Under these circumstances the vendor is estopped to assert his deed of trust against the purchaser from the vendee.

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HALL v. CALDWELL AND OTHERS.—Decided at Wytheville, June 29, 1899.—*Harrison, J.*

1. MORTGAGE—*Loan of money—Taking title to land—Knowledge of others' rights—Purchase by joint owner for redemption.* A son, having advanced for his father a sum of money to enable him to purchase a tract of land which had been sold under a deed of trust to secure a debt for which the father was primarily liable, and having taken a deed therefor in his own name, with knowledge of the fact that a third party who had no notice or knowledge of the sale by the trustee owned an undivided one-half interest in the land, and that his father owned the other half and was primarily liable for the debt for which the land was sold, will be deemed to be a mortgagee of the land to the extent of the amount so advanced, for which sum the half interest of the father is first liable. The father will be deemed to be the real purchaser for the purpose of redemption, and the original rights of the third party will be restored, subject, however, to the lien of the son for the amount advanced by him.

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CAMP v. WILSON.—Decided at Wytheville, June 29, 1899.—*Keith, I. Harrison, J., dissents:*

1. CONTRACTS—*Doubtful construction—Parties' construction—Question for jury.* In a doubtful case the construction placed upon a contract by the parties will be

accepted by the court, but what construction has been so placed is a question of fact, and, in actions at law, is to be determined by a jury.

2. **WRITTEN CONTRACTS**—*Construed by courts*—*Oral contracts*—*Conflicting evidence*—*Province of jury*. It is the duty of the court to construe written contracts, but if it is necessary to resort to oral evidence to prove the contracts, or the facts in the light of which it is to be read, and this evidence is conflicting, it is for the jury to determine what the contract is.

3. **CONTRACTS**—*Implied covenants*. Only those covenants will be implied in a contract which are necessary to give a reasonable construction and operation to the language of the contract.

4. **MONTHLY SETTLEMENTS**—*Finality*—*Intention to claim damages*—*Knowledge of claim*—*Notice*—*Waiver*. In the absence of fraud and mistake, monthly settlements between a contractor and his principal, in which the amount of work done was determined and paid for, should be held to be final and conclusive between the parties, unless made with a knowledge on the part of one of the parties that the other intended to claim of him, on a final settlement, damages for his failure to fully comply with his contract. Whether such knowledge existed was a question to be determined by the jury upon a consideration of all the evidence. Notice of an intention to claim such damages at an early stage of the dealings between the parties, will be deemed to have been waived when followed by a subsequent course of dealing at variance with such a purpose.

**CULLOP V. LEONARD, TRUSTEE.**—Decided at Wytheville, June 29, 1899.—*Keith, P.* Absent, *Reily, J.*

1. **ATTORNEY AND CLIENT**—*Fees*—*Scrutiny by court of equity*—*Burden on attorney to show fairness*. In a contest between an attorney and his client about the amount charged for fees, where it appears that the client is old and ignorant and wholly unacquainted with the conduct of business affairs, it is the duty of a court of equity to scrutinize with jealous care the transactions between them, and see that no oppression is exercised, and no advantage taken of the necessities and inexperience of the client. It is incumbent on the attorney to show that the transactions were fair, and the fees charged reasonable and just.

2. **PERMANENT IMPROVEMENTS**—*Repairs to buildings*—*Grasses*—*Fences*—*Ditches*. Repairs to buildings are usually treated as permanent improvements, but the sowing of grass seeds and the cleaning of land for cultivation cannot be so classed. Whether the erection of fences, the digging of ditches and the filling of gullies are permanent improvements or not depends upon the facts of the particular case to be controlled by determining whether the work was done and the money expended for the future benefit of the premises, or the immediate benefit of the occupant.

3. **COMMISSIONER'S REPORT**—*Errors on face*—*No exception necessary*. Errors apparent on the face of the report of the commissioner in chancery in this cause may be corrected, although no exception was filed to the report.